

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Asset Management Finance Corporation</td><td></td><td>10/17/2005</td><td>CORPORATION: DELAWARE</td></tr><tr><td>AMF-ACM Finance LLC</td><td></td><td>10/17/2005</td><td>LIMITED LIABILITY COMPANY: UNITED STATES</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Asset Management Finance Corporation		10/17/2005	CORPORATION: DELAWARE	AMF-ACM Finance LLC		10/17/2005	LIMITED LIABILITY COMPANY: UNITED STATES			
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Asset Management Finance Corporation		10/17/2005	CORPORATION: DELAWARE												
AMF-ACM Finance LLC		10/17/2005	LIMITED LIABILITY COMPANY: UNITED STATES												
RECEIVING PARTY DATA															
Name:	Societe Generale														
Street Address:	560 Lexington Avenue														
City:	New York														
State/Country:	NEW YORK														
Postal Code:	10022														
Entity Type:	Unknown: UNKNOWN														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>76574630</td><td>ASSET MANAGEMENT FINANCE</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	76574630	ASSET MANAGEMENT FINANCE									
Property Type	Number	Word Mark													
Serial Number:	76574630	ASSET MANAGEMENT FINANCE													
CORRESPONDENCE DATA															
Fax Number:	(646)848-4455														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	212-848-4455														
Email:	jlik@shearman.com														
Correspondent Name:	Jordan Altman														
Address Line 1:	599 Lexington Avenue														
Address Line 2:	Shearman & Sterling LLP - IP Docketing														
Address Line 4:	New York, NEW YORK 10022														
ATTORNEY DOCKET NUMBER:	8387/277														
NAME OF SUBMITTER:	Jordan Altman														

CH \$40.00 76574630

900035512

TRADEMARK  
REEL: 003188 FRAME: 0383

Signature:

/Jordan Altman/

Date:

11/02/2005

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated October 17, 2005, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Société Générale (“**SG**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Asset Management Finance Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of October 17, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Société Générale, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 17, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSET MANAGEMENT FINANCE  
CORPORATION

By 

Name:

Title:

By 

Name:

Title:

Address for Notices:  
65 East 55<sup>th</sup>  
35<sup>th</sup> Floor  
New York, NY 10022

AMF-ACM FINANCE LLC

By 

Name:

Title:

Address for Notices:  
65 East 55<sup>th</sup>  
35<sup>th</sup> Floor  
New York, NY 10022

## Schedule A

### Patents

<b>Grantor</b>	<b>Patent Titles</b>	<b>Country</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Asset Management Finance Corporation	Revenue Share Interest Method of Financing an Asset Management Firm	USA	Pending*	10/805,063	March 19, 2004	Pending
Asset Management Finance Corporation	Securitization of Revenue Share Interests	USA	Pending*	Pending	June 20, 2005	Pending

\* These are pending applications which currently confer no rights. No assurance is given that the U.S. Patent and Trademark Office will issue the requested Patents.

## Schedule B

### Trademarks

<b>Grantor</b>	<b>Domain Name/Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Asset Management Finance Corporation	ASSET MANAGEMENT FINANCE and Design	USA	Pending**	76574630	February 5, 2004	Pending
Asset Management Finance Corporation	www.amfinance.com	USA	Not Applicable	Not Applicable	Not Applicable	Not Applicable

\*\* These are pending applications which currently confer no rights. No assurance is given that the U.S. Patent and Trademark Office will issue the requested Patents.

**Schedule C**

**Copyrights**

None